

#848

AGREEMENT

between

**TOWNSHIP OF OCEAN
COUNTY OF MONMOUTH**

and the

**P.B.A. LOCAL NO. 57
of the
OCEAN TOWNSHIP POLICE DEPARTMENT SECTION**

for the period

JANUARY 1, 1996 through DECEMBER 31, 1997

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PREAMBLE

THIS AGREEMENT, by and between the **TOWNSHIP OF OCEAN**, Monmouth County, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "**Township**" or "**Employer**", and **OCEAN TOWNSHIP POLICE DEPARTMENT P.B.A. LOCAL NO. 57** , hereinafter referred to as the "**Association**" or "**Employee**", represents the complete and final understanding on all bargainable issues between the Township and the Association.

Revised - 1996

ARTICLE I

RECOGNITION

Section 1. The Township recognizes the Association for the purposes of collective negotiations as the exclusive representative of all probationary and regular full time police officers of the Department of Police of the Township of Ocean of the patrol officer rank including those assigned to detective or other duty.

Section 2. This Agreement shall be binding upon the parties hereto.

Revised - 1981
Revised - 1982
Revised - 1984

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

- Section 1.** Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. The authorized bargaining agent for the Township shall be determined by the Township Manager. The authorized bargaining agent for the Association shall be the President of the Association, if he be from the Township of Ocean Section of Local No. 57, and any number of other employees as designated by the Association.
- Section 2.** The number of employees representing the Association shall not exceed five (5) excluding the Association's attorney and/or labor relations consultant(s).
- Section 3.** Not more than two (2) employees of the Township who may be designated by the Association to participate in collective bargaining meeting called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments without loss of pay each for a period of not more than six (6) meetings.

Revised - 1981
Revised - 1984

ARTICLE III

CONDUCTING ASSOCIATION BUSINESS ON EMPLOYER'S TIME

Section 1. Grievance Committee - The Association Grievance Committee shall conduct business of the committee which business consists of conferring with employees and management on specific grievances in accordance with the grievance procedures set forth herein on the committee member's own time except that one (1) committee member may participate in grievance procedures set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Department of Police or require the recall of off-duty employee(s) to maintain the effective operation of the Department. Determinations as to whether the effectiveness or effective operation of the Department would be diminished as aforesaid, are retained and reserved by the Township.

Section 2. See Article II, Section 3.

Section 3. Every person who is a duly authorized representative of the New Jersey State Patrolman's Benevolent Association Inc. shall be given leave of absence with pay to attend any state or national convention of the New Jersey State Patrolman's Benevolent Association.

A certificate of attendance to the state convention shall, upon request, be submitted by the representative so attending.

Section 4. The State delegate to the Patrolman's Benevolent Association, if from the Ocean Township Section of P.B.A. Local No. 57, shall be permitted to attend the monthly State P.B.A. meetings, and shall be excused from all duties for said purpose, and shall receive full pay, and, in the event the date of attendance at the New Jersey P.B.A. meeting occurs on the day off of said delegate, he shall receive an additional day off, with pay, during the contract year.

Revised - 1986

ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE V

SICK LEAVE

Section 1. Sick leave is defined as any absence from duty because of an illness or disability not arising out of an employee's course of employment.

- a. Sick leave may be used for the following:
 - i. personal illness,
 - ii. when a member of the employee's family, defined below, is ill and requires the presence of the employee.
- b. Sick leave may not be used for the following:
 - i. dental or medical treatment or office visits except when that treatment is incidental to a period of continuous personal illness or an acute emergency or the employee has satisfied the superior officer on duty that no other arrangements were practical.
- c. Immediate family, for the purposes of this Article, is defined as mother, father, spouse, and child, and sister, brother, or child of a sister or brother when the employee is the sole support of the sister, brother or child and if said child is under twenty-two (22) years of age.

Section 2. Permanent full-time employees shall be granted sick leave, as herein before defined, with pay to which he is eligible, as follows:

- a. During the entire or any portion of the first calendar year of employment (until December 31) one (1) working day for each month of service completed will be accrued. Thereafter, fifteen (15) days paid sick leave will be posted to every eligible employee on January 1 of each subsequent year of employment with the provision that, if at the time of separation from service the employee has used sick leave days in excess of an accrual of one and one quarter (1 1/4) days for each full month of service completed, said excess days shall be deducted from the employee's last pay check.
- b. For employees hired after January 1, 1988, twelve (12) days paid sick leave will be posted to every eligible employee on January 1 of each subsequent year of employment with the provision that, if at the time of separation from service the employee has used sick leave days in excess of an accrual of one (1) day for each full month of service completed, said excess days shall be deducted from the employee's last pay check.
- c. Any amount of sick leave, as provided for above, not used in any calendar year, shall accumulate to the employee's credit from year to year to be used if any when needed in accordance with the aforementioned provisions.

ARTICLE V - SICK LEAVE (continued)

Section 3. Any employee must promptly notify the superior officer on duty of his intended absence from work. Notification shall be made before the employee's usual starting time, except in such case where because of the emergent nature of the illness, notification cannot be made as herein set forth.

Section 4. The Township Manager, Police Chief or his designee may require:

- a. A certificate from a license physician as proof of illness.
- b. In the case of leave due to exposure to contagious disease, a certificate from the Department of Health or any person licensed by the State of New Jersey to practice medical arts.
- c. An employee who is absent because of personal illness to be examined, to verify said illness, at the expense of the Township by the Township Physician or at the employee's expense by any person licensed by the State of New Jersey to practice medical arts.
- d. An employee who has been absent because of personal illness may be examined, at the expense of the Township, by the Township Physician as a condition of his return to duty. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees. Final determination as to whether an employee is capable of performing his normal duties is retained and reserved by the Township.

Revised - 1981
Revised - 1982
Revised - 1986
Revised - 1988

ARTICLE VI

INJURY LEAVE

Section 1.a. Whenever an employee is incapacitated from duty because of a physical injury sustained in the performance of his/her duty, s/he shall be paid his/her salary less such amounts as shall accrue or be paid to said injured member by worker's compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by the worker's compensation statutes of the State of New Jersey. However, any permanent or partial permanent award made to said employee by a worker's compensation court or any other court of competent jurisdiction shall be and remain the property of said employee and shall not be reimbursed to the employer.

1.b. Beginning July 1, 1996, the Township shall utilize the following formula in calculating employee payroll checks during such periods of time that they are receiving Worker's Compensation Temporary Disability Payments ("W.C.T.D.P.") processed per N.J.S. 34:15-12(a):

	Gross wages
less:	<u>Worker's Compensation check</u> (to be signed over to Township of Ocean worker's compensation reserve account)
	Adjusted gross
less:	<u>Taxes and deductions on adjusted gross</u>
	Adjusted net
	Normal net
less:	<u>Adjusted net</u>
	Balance due employee from Township of Ocean worker's compensation reserve account

This formula shall continue to be utilized as long as W.C.T.D.P. is in whole or in part tax-free.

Pursuant to N.J.S. 43:16A-15.2, the employer shall continue paying the employee's full pension contribution based on the salary the employee was receiving just prior to the receipt of the W.C.T.D.P. The employee's pension shall not be decreased or affected in any amount because of this section, and the employee's "Compensation". "Final Compensation", "Average final Compensation", etc., as described in N.J.S. 43:16A-1, et. seq., shall not be decreased any amount because of this section.

Additionally, no other provision of this contract, including longevity, overtime, holiday pay, etc., shall be decreased in any amount because of this section.

ARTICLE VI - INJURY LEAVE (continued)

Section 2. An Association employee shall, as soon as practicable after a physical injury has occurred, file a worker's compensation petition, and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

Section 3. The provisions herein recited in the event of a physical injury to an employee of the Association shall not exceed the term of one (1) year from the onset of said physical injury. The time wherein said employee of the Association is not permitted or is unable, by reason of certification by a Township Physician, to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said Association employee.

Section 4. In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined according to the provisions of state law.

Section 5. An employee while on injury leave may not engage in outside employment.

Revised - 1986
Revised - 1996

ARTICLE VII

MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including but without limiting, the generality of the foregoing, the following rights:

- a. The executive management and administrative control of the Township government and its properties and its facilities, and the activities of its employees.
- b. To establish reasonable work rules in written form, to be supplied to each member of the Association. In addition, the Chief of Police shall have the right to issue oral work rules.
- c. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
- d. To suspend, demote, discharge, or take any other disciplinary action for good and just cause according to law.
- e. In the exercise of the foregoing rights and powers, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of New Jersey and of the United States and the ordinances of the Township of Ocean.
- f. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 11, 40 and 40A, or any other national, State, County or local laws or ordinances.
- g. In the event of a conflict between any provision of this Agreement and any existing ordinance, resolution, rule or regulation of the Township, the provision of this Agreement shall govern.
- h. To interview any employee with respect to any phase of his work without a representative being present. This subsection shall not apply where such interview involves considerations of matters where the employee reasonably believes the interview may lead to disciplinary action.

Revised - 1986
Revised - 1994

ARTICLE VIII

WORKING HOURS

Section 1. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employment services continuously throughout the seven (7) day week, and that the standard work week shall consist of forty (40) hours of work. Shifts will be scheduled with a minimum of one shift off between shifts worked.

Section 2. The work week shall consist of forty (40) hours on a shift basis on a schedule to be approved by the Chief of Police or his designee.

Section 3. Overtime pay as hereinbefore or hereinafter referred to shall consist of payment at the rate of one and one-half (1.5) times the employee's base salary and longevity pay added thereto. The rate of the employee shall be computed by dividing the base salary and longevity by 2,080 and, for the purposes of calculating overtime, then multiplied by 1.5.

Section 4. The Chief of Police or his designee shall use his best efforts for the scheduling of initial qualification testing for the use of weapons so that the same shall not occur on the employee's day off. If weapons qualification takes place during off-duty hours, employees shall report directly to the qualifying site and shall receive two hours of overtime pay. Employees who must return, due to failure, for re-qualification will do so on their own time, without additional pay. Physical fitness testing of the employees for general police ability shall occur on a regular working day during working hours. None of the foregoing shall be classified as overtime. In times of emergency, all members of the Association are subject to call unless they are on authorized sick or injury leave. Police officers who work overtime that has been approved by the Chief of Police or his designee shall be compensated for such overtime work, and the said compensation shall commence fifteen (15) minutes after the tour of duty of the employee has ended. In the event an employee is called back for emergency duty the Chief of Police or his designee, overtime pay shall be paid to said employee. Any member of the Association herein referred to who shall be required to work after having completed his forty (40) hour work week shall be paid at the rate of time and one-half for such additional time exceeding forty (40) hours, as recited in Section 3 herein. In the event a member of this Association shall be called back for emergency duty, such employee member shall receive not less than two (2) hours overtime pay at the rate hereinbefore referred to. Tour of duty of each shift shall start upon the hour and end eight (8) hours later upon the hour. The parties understand and agree that a patrol officer will be duly relieved of duty immediately after securing his vehicle provided said officer has properly prepared all necessary reports related to the shift and has turned in all necessary equipment.

ARTICLE VIII - WORKING HOURS (continued)

Section 5. The Association agrees to volunteer with the Township and without compensation the time required to successfully promote police week and open house in the furtherance of good community relations. The Police Chief may from time to time call general police meetings for purposes of instruction and/or procedural guidance and information. The Chief may call two departmental meetings each year on a mandatory basis without payment of overtime.

Section 6. Overtime compensation pay at the rate set forth in Section 3 of this Article will be paid to any member of the Association for the following:

Required attendance as part of official duties at any Court or Administrative Body or Tribunal, excepting that time which shall constitute the usual and normal police officer's regular four hours of duty or citizen's civil complaint against citizens. When required attendance, as aforesaid, relates to county courts, there shall be a guaranteed minimum of two (2) hours overtime compensation. When required attendance, as aforesaid, relates to municipal courts, there shall be a guaranteed minimum of two (2) hours overtime compensation.

Section 7. When an officer appears in court as a defendant due to actions while on duty s/he shall have pay withheld pending the outcome of the litigation. If s/he is found not culpable, said officer shall be paid at the appropriate rate. In the event that s/he is found culpable, then payment shall be at the discretion of the Township. Any payment under this Section shall be paid within thirty (30) days of when the case is fully adjudicated.

Section 8.

a. After the third incident of any change in schedule for which there is not at least 10 calendar days advance notice, the employee will qualify for time and one half pay for those hours worked outside the original schedule. This shall not apply to any shift changes initiated by employees which are approved by supervisory personnel. The word "incident" is hereby defined as any change from the employee's normal shift to any other shift for which he had not been previously scheduled.

b. An employee may voluntarily allow his shift or day off to be changed in return for a more favorable shift or day off or to satisfy an administrative scheduling problem. However, the employee will have the right to refuse this request to change. If then ordered to change his shift or day off, the criteria in Section 8.a. of Article VIII would apply. A voluntary switch shall not count as an incident in Section 8.a.

Section 9. Employees may initiate shift or day off changes between themselves, subject to approval by supervisory personnel. Supervisory personnel shall not arbitrarily deny requested switches.

ARTICLE VIII - WORKING HOURS (continued)

Section 10. All days off during the regular work week (00:00 hours Monday through 24:00 Sunday) shall be consecutive days off with the following exceptions:

- a. Persons regularly scheduled to have Mondays and Sundays off.
- b. Voluntary agreement by the officer to have the days off split.
- c. Changes due to in-service training not to exceed three per year.

Section 11. The Township may elect to grant compensatory time in lieu of overtime pay for duties and/or assignments specifically related to overseeing the Explorer Scout activities, instructing in the D.A.R.E. program or carrying out crime prevention activities. The compensatory time will be granted at a time and one-half rate when the hours worked by the employee exceed 40 during the work week. This section shall not apply to the individuals who are assigned the above duties when they are performing routine patrol or investigatory functions.

Revised - 1986
Revised - 1988
Revised - 1991
Revised - 1994
Revised - 1996

ARTICLE IX

VACATIONS

Section 1. Each employee who has had the time of continuous employment recited in the following table shall be entitled to the working time shown as a vacation with pay at his regular compensation rate:

<u>Year in Which Anniversary Reached</u>	<u>Employees Hired After 01/01/88</u>	<u>Employees Hired Before 01/01/88</u>
1st - 5th	12 days	12 days
6th - 10th	16 days	18 days
11th - 15th	18 days	20 days
16th - 20th	21 days	24 days
21st - 25th	23 days	26 days
26th and beyond	26 days	28 days

The above days are to be considered working days.

Section 2. Vacation shall be credited as of January 1 of each calendar year and will be considered earned as of the anniversary date except for retiring employees in which case it will be considered earned as of January 1.

Section 3. In addition to the vacation schedule hereinabove referred to, each employee shall receive credit for one hundred percent (100%) of the number of years of previous service with any state, county or municipal police force, for the purpose of calculating the employee's years of service to determine the amount of vacation time to which the employee shall be entitled.

Section 4. Vacations shall be taken within the year of entitlement.

Section 5. In order not to hamper proper and efficient police operations, both parties agree that the schedule of vacations shall be left to the Chief of Police or his designee, but the selection of vacation time shall be based on seniority within divisions and squads.

Revised - 1988

ARTICLE X

DEATH IN FAMILY

Section 1. In the event of a death in his immediate family, permanent employees shall be granted time off without loss of regular straight time pay, not to exceed five (5) days, concluding with the day after the funeral, unless the Chief, either due to religious observance or tradition, or in his discretion approves a different concluding time, which approval shall not be unreasonably withheld. Notice of such absence shall be given to the Superior Officer as soon as possible, for the first day of the intended absence. For purposes of definition of this Section, "immediate family" shall consist of father, mother, spouse, children, brothers and sisters.

Section 2. In the event of the death of an employee member's mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, the said employee member shall be granted time off without loss of regular straight time pay for three (3) days, concluding with the day after the funeral.

Section 3. In the event of the death of an aunt or uncle of the employee member or his spouse, or spouse's grandparents, the employee member shall be granted the day of the funeral for the purpose of attending the funeral without loss of regular straight time pay.

Section 4. The Township may require reasonable proof of such death. Under extenuating circumstances, such as the death of a relative, not part of the employee's immediate family, living in the home of the employee, the Township Manager may extend the death leave of an employee.

Revised - 1986

Revised - 1988

ARTICLE XI

HOLIDAYS

Section 1. The following shall be recognized as holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King's birthday	Veteran's Day
Washington's birthday	Columbus Day
Lincoln's birthday	Thanksgiving Day
Good Friday	Friday following
Memorial Day	Thanksgiving
July 4th (Independence Day)	Christmas Day

Section 2. The holidays herein above referred to shall be given to the employees as compensatory time except that employees may be paid for up to five days' pay at straight time in return for forfeiting up to five days of compensatory holiday time. To be paid for compensatory holiday time employees must notify the Chief of Police on or before November 1 of the preceding year. Payment for holiday compensatory time will be made by the Township on or before July 1.

Section 3. Employees shall be entitled to two (2) personal days which must be taken during the calendar year granted unless an employee's inability to use said days during said calendar year was due to a scheduling decision of a superior officer. An employee request to use personal holidays shall be made not less than 48 hours in advance unless waived by the Township. In the first calendar year of employment one-half (1/2) personal day shall be granted for each full three calendar months worked. In the final calendar year of employment one-half (1/2) personal day shall be granted for each three calendar months or part thereof worked. The final date of employment shall be exclusive of benefits provided under Article XXI, Retirement.

Section 4. Should the Township Council or Township Manager, because of a special holiday proclaimed by the President of the United States or the Governor of the State of New Jersey or the Township Council or Township Manager close the Township administrative offices, thereby giving time off to personnel employed there, the employees covered by this Agreement shall receive equal time off at such time that will not interfere with efficient police operations.

Section 5. Employees covered by this Agreement may on a voluntary basis donate up to one holiday per patrol officer per calendar year to be contributed to another patrol officer's holiday leave account in instances where a patrol officer has exhausted all available time off and continues to be unable to work as certified by a medical doctor.

Revised - 1986
Revised - 1988
Revised - 1996

ARTICLE XII

HOSPITALIZATION AND INSURANCE

Section 1. The Township shall continue to provide enrollment in the New Jersey State Health Benefits Program for all employees and their families as defined by the insurance carrier.

Section 2. The Township shall continue to provide for each employee member of the Police Department the current group life insurance coverage of six thousand dollars (\$6,000).

Section 3. The Employer shall provide dental insurance for each employee. The premium to be paid by the Township for dental insurance shall not exceed \$43 in 1996 and 1997. Any excess will be paid by the insured employee.

Section 4. Health, dental and life insurance coverages shall become effective in accordance with the respective plan program, but in no event later than two full calendar months after the starting date of employment providing the employee has completed and submitted the necessary application and enrollment forms in a timely manner.

Section 5. The Township may, at its option, change any of the foregoing plans or carriers so long as substantially the same benefits are provided.

Revised - 1986
Revised - 1988
Revised - 1991
Revised - 1994
Revised - 1996

ARTICLE XIII

CLOTHING ALLOWANCE

Section 1. A clothing and maintenance allowance in the amount of eight hundred twenty-five (\$825) dollars in 1996 and eight hundred fifty (\$850) dollars in 1997 shall be paid by the Township to all full-time, permanent employees. Probationary employees shall receive a dry cleaning allowance of three hundred dollars (\$300) in addition to provision of basic uniform requirements by the Township.

Section 2. Both the clothing and maintenance allowance shall be pro-rated according to the following:

- (a) A probationary employee shall receive a maintenance allowance of twenty-five (\$25) dollars for each month of service until the anniversary date.
- (b) Following probationary status and at the beginning of regular status, an employee shall receive a maintenance allowance of twenty-five (\$25) dollars for each month's service until 31 December of the subject year.
- (c) Following 31 December of said year in which the employee achieved regular status and during subsequent years, the employee shall receive a yearly maintenance allowance of \$300.
- (d) Initial clothing requirements for probationary employees shall be provided by the Township.
- (e) Following probationary status and at the beginning of regular status, an employee shall receive a clothing allowance of \$43.75 in 1996 and \$45.83 in 1997 for each month's service until 31 December of the subject year.
- (f) Following 31 December of the year in which the employee achieved regular status and during subsequent years, the employee shall receive a clothing allowance of five hundred twenty-five (\$525) dollars in 1996 and five hundred fifty (\$550) dollars in 1997.
- (g) Payments to full-time, permanent employees shall be made on or before April 30. Probationary employees shall be paid the monthly amount at the end of each completed month of service.

Section 3. In the event that all or any part of the present uniform is changed, then such changes shall be borne by the Township and not be considered as part of the yearly clothing allowance and maintenance allowance.

Section 4. The Township shall reimburse employees for watches or prescriptions eyewear damaged in the line of duty up to the value of the damage but not to exceed \$50 per item.

Section 5. In the year that an employee is separated from service by termination, retirement or resignation, the maintenance allowance shall be pro-rated for the final year of service to reflect the final date of employment exclusive of benefits provided under Article XXI (payment for unused sick leave of up to 137 1/2 days).

Revised - 1986
Revised - 1988
Revised - 1991
Revised - 1994
Revised - 1996

ARTICLE XIV

FALSE ARREST AND LIABILITY INSURANCE

Section 1. The Township shall at its cost and expense provide false arrest and liability insurance to cover each and every full- time permanent and probationary employee. The said coverage shall be in the sum of not less than one million (\$1,000,000) dollars per incident for each employee.

Section 2. Whenever a member of the Police Department is made a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the Township shall provide said member with necessary means for the defense of such action or proceeding, and in such event, the Township shall satisfy its obligation hereunder by providing services of the Township Attorney, Assistant Township Attorney or outside counsel retained by the municipality, who would owe exclusive allegiance to the member. Member may also submit to Township the name of an attorney of his own choice licensed to practice in the State of New Jersey. However, prior to utilizing the services of an outside attorney, an agreement must be reached by the parties as to the services to be rendered and fees and costs thereof which must be reasonable to the Township. Nothing herein shall be construed to preclude a member from selecting his own attorney either to assume sole control of the defense or to cooperate with the attorney selected by Township without the consent of Township. In either case, however, the member's selection of counsel without Township concurrence carries with it member's personal obligation to pay legal fees.

Township shall not provide a member with the necessary means for his defense in a disciplinary proceeding instituted against him by Township or in a criminal proceeding instituted as a result of a complaint on behalf of the Township. If any such disciplinary or criminal proceeding instituted by or on complaint of the Township shall be dismissed or finally determined in favor of the member, he shall be reimbursed for the expense of his defense.

ARTICLE XV

BULLETIN BOARD

The Township will provide a bulletin board in a conspicuous location in the Patrol Division headquarters for the use of the Association for posting notices concerning Association business and activities. All such notices shall be posted only upon the authority of officially designated Association representatives and shall not contain salacious, inflammatory or annoying material.

ARTICLE XVI

PENSIONS

The Township shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement under the Police and Firemen's Retirement System pursuant to the provisions of the statutes and laws of the State of New Jersey.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Purpose

(a) The purpose of this Article is to set forth a grievance procedure by means of which employees governed by this Agreement, or the Association as representative of such employees, may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

(b) It is agreed that the procedure set forth herein will be kept as informal as may be appropriate. Furthermore, nothing herein contained shall be construed as limiting the right of an aggrieved employee to discuss his grievance informally with any appropriate member of the departmental supervisory staff and to have the grievance adjusted, without the intervention of the Association.

(c) Disputes concerning terms and conditions of employment governed by state or federal statute or state or federal administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not proceed beyond Step Five below.

(d) The grievance procedure cannot be invoked to obtain any matter which PBA Local #57 sought but did not obtain at the bargaining table.

(e) Any penalties or suspensions except termination may be appealed through the grievance procedure. It is understood and agreed that should an employee elect to use the grievance procedure, he will waive his rights to institute an action directly to the courts. This procedure will begin with Step Five.

Section 2. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving employee grievances (as that term is herein above described in Section 1), and shall be followed in its entirety unless any step is waived by mutual consent. Steps One and Two will be done on an informal basis.

(i) STEP ONE:

The aggrieved shall institute action under the provisions hereof within twenty-five (25) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. The immediate supervisor shall respond within ten (10) calendar days, and if he or she fails to respond, the aggrieved may proceed to Step Two.

ARTICLE XVII - GRIEVANCE PROCEDURE (continued)

(ii) STEP TWO:

If the grievance is not settled at Step One, the grievant may make request for a Second Step meeting within five (5) calendar days after the answer at the First Step. The Lieutenant shall set a meeting within five (5) calendar days after the request. Said Second Step meeting shall be between the Lieutenant and the grievant and with the Association representative, if requested by the grievant. The Lieutenant's answer to the Second Step shall be delivered to the grievant within five (5) calendar days after the meeting.

(iii) STEP THREE:

If the grievance is not settled at STEP TWO, the grievant may make written request for a Third Step meeting within ten (10) calendar days after the answer at the Second Step. The Division Commander shall set a meeting within ten (10) calendar days after the request. Said Third Step meeting shall be between the Division Commander and the grievant and with the Association representative, if requested by the grievant. The Division Commander's answer to the Third Step shall be delivered to the grievant with a copy to the Association within ten (10) calendar days after the meeting.

(iv) STEP FOUR:

If the grievance is not settled at STEP THREE, the grievant may make written request for a Fourth Step meeting within ten (10) calendar days after the answer at the Third Step. The Chief or his designee shall set a meeting within ten (10) calendar days after the request. Said Fourth Step meeting shall be between the Chief and the grievant and with the Association representative, if requested by the grievant. The Chief's answer to the Fourth Step shall be delivered to the grievant with a copy to the Association within ten (10) calendar days after the meeting.

(v) STEP FIVE:

If the aggrieved person is not satisfied with the handling or result of the grievance at STEP FOUR, he may within five (5) calendar days notify in writing the Township Manager that he wishes to have him rule on the aggrieved matter. A meeting shall be set within twenty (20) days after the Township Manager or his designee has received the request that he or his designee rule on the matter. At such meeting, the aggrieved may appear with a representative of the Association if requested by the grievant. The Township Manager's or his designee's answer to the Fifth Step shall be delivered to the grievant with a copy to the Association within ten (10) calendar days after said meeting.

Failure to respond by management within the allotted time shall constitute a negative response.

ARTICLE XVII - GRIEVANCE PROCEDURE (continued)

Section 3. TOWNSHIP GRIEVANCES

Grievances initiated by the Township shall be filed directly with the Association within thirty (30) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Township and the Association in an earnest effort to adjust the differences between the parties.

Revised - 1986
Revised - 1991

ARTICLE XVIII

ARBITRATION

Section 1. If a grievance is not settled under Article XVII, such grievance shall, at the request of either the Association or the Township, be referred to either the Public Employment Relations Commission (PERC) or the New Jersey State Board of Mediation within fifteen (15) days.

Section 2. After hearing the dispute, the Arbitrator shall render his decision within thirty (30) days after the final date of the hearing, which decision shall be final and binding upon the parties.

Section 3. All submissions to arbitration must be made as aforesaid.

Section 4. The Arbitrator appointed under the above procedure shall interpret the provisions of this Agreement. He shall have no power to enlarge upon or reduce the obligations of the parties under this Agreement.

ARTICLE XIX

SALARY

Section 1. The annual salary for each of the classifications shown below shall be as follows for 1996 and 1997:

	<u>1996</u>	<u>1997</u>
PATROL OFFICERS STEPS:		
0 - 12 months	\$25,500	\$26,000
13 - 24 months	31,229	32,116
25 - 36 months	36,958	38,232
37 - 48 months	42,687	44,349
49 - 60 months	48,416	50,465
61 + over	54,145	56,581

FOOTNOTES

Footnote 1. Employees hired prior to January 1, 1994 shall receive 4 1/2% increases in 1996 and 1997 over the salary schedule applicable to them under the 1995 schedule in the 1994-1995 collective bargaining agreement.

Footnote 2. It is understood that the above Steps are separated by 12 month periods of time which must have been served in the Township Police Department. It is understood, however, the Township may advance a person to any Step in the classification, in the exercise of its own discretion at the time of his employment and that he will move in the classification on the anniversary date of employment.

Section 2. Detective Personnel

An additional \$400 above the amount for each rank shall be paid to and for each employee assigned to Detective duty and shall be added to the employee's base salary for calculation of overtime pay.

Section 3. Associate and Baccalaureate Degree Program:

A. A full-time, permanent employee shall be eligible for an additional pay of one hundred (\$100) dollars per annum for having obtained an Associate of Arts or Associate of Science degree, or two hundred (\$200) dollars per annum for having obtained a Bachelor of Arts or Bachelor of Science degree from an accredited college or university under the following conditions:

1. Said degrees are granted with a major and/or minor course of study in Criminal Justice, Business Administration, Psychology, Sociology or Social Sciences;
2. Proof of said degree is presented to the Chief of Police;
3. Following authorization by the Chief of Police a single payment as stated above will be granted to eligible employees not later than the first period in July.

ARTICLE XIX - SALARY (continued)

Section 4. Shift Differential Program

A. Employees shall be eligible for an additional pay of four hundred (\$400) dollars per annum under the following conditions:

1. Said employee has worked thirty (30) or more Shift 1 (11 p.m. - 7 a.m.) tours of duty between January 1 through December 31. If this criteria is not met, the shift differential payments will be denied the following year.
2. Proof of said work is presented to the Chief of Police.
3. This shift differential payment of four hundred (\$400) dollars shall be included in the employee's base salary for all purposes, including the calculation of overtime pay.

Revised - 1986
Revised - 1988
Revised - 1991
Revised - 1994
Revised - 1996

ARTICLE XX

LONGEVITY

Section 1. Each employee shall be paid, in addition to his current annual wage, a longevity increment based upon his years of employment as a sworn police officer for either the Township of Ocean or any other state, county or municipal police department in accordance with the following schedule:

Upon Completion of Years of Service	<u>1996</u>	<u>1997</u>
4 years*	\$836	\$873
6 years	836	873
8 years	1,358	1,420
12 years	1,776	1,856
16 years	2,194	2,293
20 years	2,780	2,905
24 years	3,240	3,385

*Eligibility for this level of longevity is limited to patrol officers appointed prior to January 1, 1994.

Section 2. In addition to the foregoing schedule of increments, the Township shall provide one hundred percent (100%) credit beginning 1992 for any officer's time of employment as a dispatcher for the Township of Ocean which immediately preceded their employment as a Township of ocean police officer. This provision shall only apply to those personal employed as police officers as of January 1, 1992.

Section 3. Each officer of the Police Department shall qualify for the longevity increment during the next regular pay period following said employee's anniversary date of employment, and such increment shall be paid from and after such date.

Revised - 1986
Revised - 1988
Revised - 1991
Revised - 1992
Revised - 1994
Revised - 1996

ARTICLE XXI

RETIREMENT

- A. An employee member who retires in accordance with service, special, accidental, or ordinary disability retirement provisions pursuant to the statutes of the State of New Jersey shall be eligible to receive a payment equal to accumulated sick leave benefits in cash at his rate of pay at retirement, provided that no member be eligible to receive more than one hundred (100) such accumulated sick leave days. Said employee may elect an option of cash payment in full or early retirement or any combination of cash and early retirement of this benefit. This section shall not apply to deferred retirements.
- B. Any employee may also be eligible to receive payment equal to additional accumulated sick leave benefits at twenty-five (25%) percent of his rate of pay at retirement up to a maximum of one hundred and fifty (150) days. In no event shall an employee receive payment for more than two hundred and fifty (250) days under paragraphs A and B (an equivalent pay-out of no more than one hundred and thirty-seven and one half days {137.5}).
- C. In the event a member employee should die prior to retirement, the employee's beneficiary, as designated by the New Jersey Police and Fire Pension System, shall receive cash payment for accumulated sick leave utilizing the formula provided for under Article XXI.A. and B.

Revised - 1986

Revised - 1994

ARTICLE XXII

OUTSIDE EMPLOYMENT

Section 1. All requests for police related outside employment with or without uniform during the off-duty hours should originate through the Chief of Police or his designee, who shall have the right to reasonably approve or disapprove said request.

Section 2. It is understood by the parties that the employee's position on the force shall be considered their primary job. Nothing contained herein shall prevent an employee from engaging in any outside employment on his off-duty hours, providing the same shall not be in conflict with his duties nor interfere with his efficiency or performance as an employee of the Township of Ocean.

Final determination under this Section is retained and reserved by the Township.

Section 3. The schedule of charges for outside employment shall be set by the Association.

Section 4. No employee shall engage in any outside employment on a day in which he or she is absent from work due to sickness. The exception to this provision shall be if an employee is on terminal retirement leave pursuant to ARTICLE XXI.A.

Revised - 1986
Revised - 1988
Revised - 1991

ARTICLE XXIII

PERSONNEL FILES

No material or writings relating to an employee's conduct, service, character or personality shall be placed in the said employee member's personnel file unless it is first signed by the person submitting the information and the employee before it is incorporated into his file. The employee may, if in disagreement with the contents thereof, make an objection thereto in writing, together with supporting proofs. Any employee shall have the right, at reasonable times, to examine his personnel file.

Revised - 1994

XXIV

BILL OF RIGHTS

Section 1. As used in this Section:

- (a) "Law enforcement officer" means any person who is employed as a permanent and full-time active member of the Ocean Township Police force whose primary duties and responsibilities are the enforcement of the laws and regulations of the State of New Jersey and the protection of the life, peace and property of its citizens.
- (b) "Law enforcement agency" means the Police Department.

Section 2. Unless otherwise prohibited by law, no law enforcement officer shall be prohibited by the law enforcement agency from engaging in political activity or be denied the right to refrain from engaging in such activity, and no law enforcement officer shall be denied the right to hold public office. No law enforcement officer shall engage in political activity while in uniform or on duty.

Section 3. Whenever a law enforcement officer is the subject or target of an investigation by the law enforcement agency for any reason which could result in the law enforcement officer being charged with a crime, the following provisions shall apply:

- (a) Any interrogation of a law enforcement officer by the law enforcement agency shall take place whenever possible at the office of the law enforcement officer being investigated.
- (b) The law enforcement officer being interrogated shall be informed at the commencement of such interrogation of the nature of the investigation, the statute, rule or regulation allegedly violated, and the date and time period of any alleged violation. Further, at the commencement of an interrogation, the law enforcement officer shall be informed of the identity of all persons present during such interrogation.
- (c) The interrogation of the law enforcement officer by the law enforcement agency shall be conducted at a reasonable hour, whenever possible, in a non-coercive manner, without threat or promise of reward.
- (d) The law enforcement officer being interrogated by the law enforcement agency if he so requests shall be entitled to the presence of his counsel, if he so elects, or any other one person of his choice.

ARTICLE XXIV - BILL OF RIGHTS (continued)

Section 4. If a law enforcement officer is placed under arrest or has become the target or subject of an investigation by the law enforcement agency because of an alleged criminal offense, he shall be afforded all rights under the United States and New Jersey constitutions, applicable statutes, department rules and regulations, and the provision of any collective bargaining agreement which may be applicable under the circumstances.

Section 5. No law enforcement officer shall be required to disclose for the purpose of promotion or assignment, any information concerning his property, income, assets, debts, or expenditures, or those of any member of such officer's household.

Section 6. A law enforcement officer being investigated shall be promptly advised in writing, if he so requests, of any determination made after the conclusion of criminal investigation of him.

Revised - 1988

ARTICLE XXV

MISCELLANEOUS

Section 1. Honor Guard - In the event of a desire to attend the funeral of a slain police officer, as many Township officers as desire to attend will be permitted to attend and will be permitted to use Township vehicle(s) provided that such attendance does not interfere with the minimum manpower requirements established by the Chief.

Section 2. Mileage payment - Employees will be provided with a Township vehicle if one is available or will be reimbursed at the rate of \$.21 per mile in the event they use their own motor vehicle for travel to and from required schooling, court appearances in a criminal matter or any administrative proceeding which is work-related. Such reimbursement for vehicle use shall not apply to civil court or non-work related appearances such as grievance hearings, PERC proceedings or pension matters.

Section 3. Working conditions - The parties abide by the provisions of N.J.S.A. 34:13A-5.3 and 34:13A-5.4. Disputes arising under this section shall be processed pursuant to N.J.S.A. 34:13A- 5.4(c).

Revised - 1986

ARTICLE XXVI

REPRESENTATION FEE

A. Representation Fee.

If a permanent employee does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be pro-rated with respect to those dues, fees and assessments that are normally pro-rated for members of the Association. The representation fee shall be in an amount equal to no more than eight-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the Township by the Association, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of a representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure.

1. Notification: Prior to March 1 of each year, the Association will submit to the Township a list of those employees who have not become members of the Association for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
2. Payroll deduction schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Township; or (b) thirty days after the employee begins his or her permanent employment in a bargaining unit position.
3. Mechanics of deduction and transmission of fees: Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular membership dues to the Association.
4. Changes: The Association will notify the Township in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten days after the Township receives said notice.

ARTICLE XXVI - REPRESENTATION FEE (continued)

C. Indemnification.

With respect to dues deduction, representation fee deductions, and the Association's demand return system established pursuant to law, the Association shall indemnify, defend, and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Township pursuant to the above provisions concerning dues deduction and representation fee. It is furthermore expressly understood that the representation fee provisions set forth above shall not be effective unless and until the Association shall have notified the Township in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

Added - 1981

ARTICLE XXVII

DURATION

This AGREEMENT shall be in full force and effect as of January 1, 1996 and shall remain in effect to and including December 31, 1997, with the express proviso that retroactivity prior to the date of the execution of this Agreement shall extend solely to the increases set forth herein concerning salary, longevity, and clothing allowance. Thereafter, this Agreement shall continue in full force and effect from year to year, unless one party or the other gives notice, in writing, no more than one hundred and eighty (180) days or less than one hundred and fifty (150) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Retroactivity shall extend only to those persons in the Township's employ on the date of the execution of this Agreement, or who have retired in accordance with the provision of Article XXI.

ARTICLE XXVIII

SAVINGS CLAUSE

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE XXIX

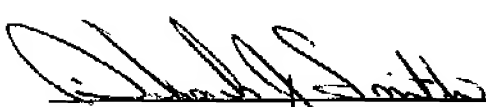
COMPLETENESS OF AGREEMENT

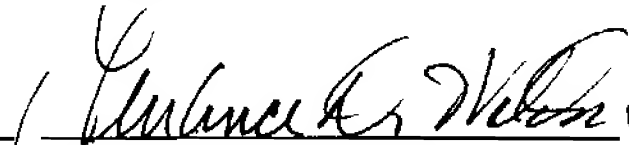
This **AGREEMENT** constitutes the entire collective negotiating agreement between the parties, and contains all the benefits to which employees covered by this Agreement are entitled, notwithstanding the established past practices in existence prior to this contract, and includes and settles for the term of this Agreement all matters which were, or might have been, raised in all collective negotiations leading to the signing of this Agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals this 4th day of Sept, 1996.

ATTEST

TOWNSHIP OF OCEAN


Deborah J. Smith, Twp. Clerk


Terrance D. Weldon, Mayor

P.B.A. LOCAL #57 OF THE TOWNSHIP
OF OCEAN POLICE DEPARTMENT

